United States Postal Service *and* Branch 434, National Association of Letter Carriers (NALC), AFL–CIO. Case 07–CA–160663

March 24, 2017

DECISION AND ORDER

BY ACTING CHAIRMAN MISCIMARRA AND MEMBERS PEARCE AND MCFERRAN

On September 2, 2016, Administrative Law Judge Christine E. Dibble issued the attached decision. The Respondent filed exceptions and a supporting brief, to which the General Counsel filed an answering brief. The General Counsel filed cross-exceptions and a supporting brief, to which the Respondent filed an answering brief. Both the Respondent and the General Counsel filed reply briefs.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions,[2] and to adopt the recommended Order as modified.[3]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, United States Postal Service, Ann Arbor, Michigan, and the Detroit District, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

Substitute the following for paragraph 2(a).

"(a) Within 14 days from the date of the Board's Order, furnish to the Union a copy of the R02 report it requested on or about July 21 and July 31, 2015."

Substitute the attached notice for that of the administrative law judge.

Dated, Washington, D.C. March 24, 2017

Philip A. Miscimarra, Acting Chairman

Mark Gaston Pearce, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively and in good faith with Branch 434, National Association of Letter Carriers (NALC), AFL–CIO (Union) by failing and refusing to furnish it with requested information in a timely manner that is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our unit employees at our

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] In affirming the judge's unfair labor practice findings, we do not rely on her citations to *Alcon Rolled Products*, 358 NLRB 37 (2012), and *NACCO Material Handling Group, Inc.*, 359 NLRB 1192 (2013), which were issued by panels subsequently found invalid by *NLRB v. Noel Canning*, 134 S.Ct. 2550 (2014). We also do not rely on her citation to *Postal Service*, 354 NLRB 412 (2009), which was decided by a two-member Board. See *New Process Steel, L.P. v. NLRB*, 560 U.S. 674 (2010).

[3] We find that the judge's recommended remedial Order, including district-wide notice posting, is necessary and—contrary to the General Counsel—sufficient "'to dissipate fully the coercive effects of the unfair labor practices found.'" *Federated Logistics & Operations*, 340 NLRB 255, 256 (2003) (quoting *Fieldcrest Cannon, Inc.*, 318 NLRB 470, 473 (1995)), enfd. 400 F.3d 920 (D.C. Cir. 2005).

We shall modify the judge's recommended Order to more closely conform to the violations found.

Detroit District facilities, including the Ann Arbor, Michigan installation.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish to the Union, within 14 days from the date of the Board's Order, a copy of the R02 report it requested on or about July 21 and July 31, 2015.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlrb.gov/case/07-CA-160663 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

Jennifer Y. Brazeal, Esq., for the General Counsel.
Roderick D. Eves, Esq., for the Respondent.

DECISION

STATEMENT OF THE CASE

CHRISTINE E. DIBBLE, Administrative Law Judge. This case was tried in Detroit, Michigan, on April 18, 2016. Branch 434 (Charging Union), National Association of Letter Carriers, AFL–CIO filed a charge in Case 07–CA–160663 on September 23, 2015.[1] The General Counsel issued the complaint on December 18 and issued an amendment to the complaint on March 18, 2016.[2] The United States Postal Service (Respondent) filed a timely answer denying all material allegations. (GC Exhs. 1(a) to 1(k).)[3]

The complaint alleges that (1) since about July 21, Respondent has failed and refused to furnish Charging Union with information it requested on or about July 21 and July 31; and (2) from about June 27 to about October 16, Respondent unreasonably delayed in furnishing the Charging Union with information it requested on about June 27, August 24, and September 5.[4]

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent provides postal service for the United States and operates facilities throughout the United States, including the State of Michigan. Respondent admits and I find that Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101, et seq. (PRA) gives the National Labor Relations Board (the Board/NLRB) jurisdiction over the Respondent in this matter.

At all material times the Charging Union and National Association of Letter Carriers (NALC), AFL–CIO (National Union) have been labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Overview of Respondent's Operation

Respondent processes and delivers mail nationwide, and is organized into seven distinct Regions: Northeast, Eastern, Great Lakes, Capital Metro, Southern, Western, and Pacific. Each Region is divided into Districts; and the Districts consist of postal locations that are grouped into an installation. Installations are comprised of a number of postal facilities within a certain city. The Great Lakes Region, which is involved in this case, has seven Districts: Detroit, Lakeland, Greater Michigan, Greater Indiana, Gateway, Central Illinois, and Chicago. The District and postal facility at issue are: the Detroit District and the Ann Arbor main post office. The Detroit District oversees installations in Ann Arbor, Flint, and Jackson. The Ann Arbor installation is comprised of three postal stations.

David Williams (Williams) is Respondent's chief operating officer and executive vice president. Great Lakes area manager, Jacqueline Krage Strako (Strako) reports directly to Williams.[5] At all material times, Lee Thompson (Thompson) was the Detroit district manager. Zandra Bland (Bland) was station manager at the Liberty Station. During the relevant period: Diane LeVeque was the Ann Arbor postmaster; Tracy VanBuren (VanBuren) was an acting supervisor at the Ann Arbor facility; and Virgil Roddy (Roddy) was the supervisor of customer service at the Ann Arbor postal location. Crystal Curtis (Curtis) is Respondent's district complement coordinator. Since August 2013, Andrea Porter has been the Detroit request for information coordinator.

[1] All dates are in 2015, unless otherwise indicated.

[2] There was a minor revision to the amendment of the complaint, adding the location where Respondent's named supervisors were assigned.

[3] Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for General Counsel's exhibit; "R. Exh." for Respondent's exhibit; "CU Exh." for Charging Union's exhibit; "ALJ Exh." for administrative law judge's exhibit; "Jt. Exh." for joint exhibit; "GC Br." for General Counsel's brief; "R. Br." for Respondent's brief; and "CP Br." for Charging Union's brief. My findings and conclusions are based on my review and consideration of the entire record.

[4] These allegations are alleged in pars. 10 and 11 of the complaint.

[5] I have taken judicial notice of Respondent's administrative structure as set forth on its website. See http://about.usps.com/who-we-are/leadership/hq-org-photos?v=51416. F.R.E. 201(b); *Doron Precision Systems, Inc. v. FAAC, Inc*., 423 F.Supp. 2d 173, 179 fn.8 (S.D.N.Y. 2006) ("a court may take judicial notice of information publicly announced on a party's website, as long as the website's authenticity is not in dispute and it's capable of accurate and ready determination.")

The following constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time city letter carriers employed by Respondent at various facilities throughout the United States, but excluding professional employees, employees engaged in personnel work in other than a purely nonconfidential clerical capacity, postal inspection service employees, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, managerial employees, supervisory personnel, and security guards as defined in Public Law 9-375, 1201(2).

(GC Exhs. 1(d), 1(i)) Since about 1990, and at all relevant times, Respondent has recognized the National Union as the exclusive collective-bargaining representative of the unit. Charging Union has been designated servicing representative of the National Union's approximately 225 employees at the post offices in the Ann Arbor area. John Odegard (Odegard) has been president of Charging Union since January 1, 2014, and also currently serves as its chief steward. At all relevant times, Pat Carroll (Carroll) has been the national union's business agent.

B. Collective-Bargaining Agreement and Requests for Information

NALC entered into a nationwide collective-bargaining agreement (CBA) with Respondent, the most recent of which is effective from January 10, 2013, through May 20, 2016. The CBA also includes several memoranda of understanding (MOU) entered into between Respondent and NALC. Article 31 of the CBA governs requests for information (RFI). It reads in relevant part:

> Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations. Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

(Jt. Exh. 1, p. 108.) In August 2012, the United States Court of Appeals for the Sixth Circuit issued a consent order directing that Respondent take certain actions to correct a pattern of "failing to provide information, from unduly delaying in providing information, or from any like or related manner failing or refusing to bargain in good faith either with the National APWU. . . "[6] (GC Exh. 2) Primarily as a result of the consent order, Respondent implemented protocols for processing unions' requests for information (RFI). The system devised for the Detroit district required Charging Party to use a dedicated facsimile line (fax) to submit RFIs to Respondent's labor relations department in Detroit. A second email is generated that forwards the RFI to the local facility's human resources office, in this instance Ann Arbor, for a response. Either the local office from where the union is seeking information responds to the RFI or the Detroit district will respond. If the Detroit district responds to the RFI, it sends the requested information to the local postal facility (Ann Arbor) for the local office to mail the information to the requesting union. The response is sent via delivery confirmation or certified mail. On rare occasions, Respondent will hand deliver information sought in response to Charging Union's RFI. In those instances, the Charging Union's representative will sign an acknowledgment form. Last, Respondent must respond to the RFI within 5 days of its receipt.

C. Respondent's systems for tracking reassignments, grievances, and hires

The parties' CBA allows bargaining unit employees to bid on postings at locations nationwide. Respondent utilizes a system named eReassign for tracking transfer requests.[7] Available residual positions are normally posted monthly in eReassign. A letter carrier seeking a transfer to a different location applies for a reassignment using the eReassign system. Consequently, the employee is placed on a transfer list, referred to as a R02 report. The "bidding" for a transfer or reassignment opens on the first of the month and ends on the 21st of the month.[8] The R02 report continuously adds and removes employees' names from the list.[9]

Respondent utilizes the Grievance Activity Tracking System (GATS) to track the filing of formal grievances. Pursuant to the CBA, there is a multistep process for the filing of and response to grievances. (Jt. Exh. 1.) In the case at issue, the Detroit Resolution Team (DRT), which is comprised of labor and management members, jointly work to adjudicate grievances.

D. Union's RFI: July 21 and July 31

On July 21, Odegard submitted an RFI to Leveque using the dedicated fax line and requested "a copy of the R02 report for the July 2015 results of the E21 bids concerning route 527." Odegard requested the information because he knew that bids for routes had been posted; and the CCAs waiting to be converted to regular career positions wanted to know their status. Consequently, about July 23 or 24, Vanburen met with Odegard and showed him an email, dated July 22, from Curtis which read, "This posting just closed and no information is available. However, once HQ has to review the report and it's submitted to HQ NALC when it's final, HQ NALC provide report to the

[6] The consent order addressed information request issues between Respondent and the American Postal Workers Union (APWU), AFL–CIO, which represents a specific group of employees at Respondent's facilities nationwide.

[7] eReassign is also referred to by Respondent and its workforce as E-21.

[8] Under the "one in four rule," for every one vacancy that occurs as a result of a reassignment via eReassign, the MOU allows the conversion of three city carrier assistants (CCA) to a career position. The CCA position is a noncareer position.

[9] Curtis provided undisputed testimony that, "When applicants are in eReassign, headquarters automatically approves conversions for any offices that has (sic) no applicants in eReassign. But particularly for Ann Arbor, we had automatic conversions because of no applicants in the eReassign. (Tr. 101–102.)

NALC National Business Agent."[10] (GC Exh. 4)

On July 31, Odegard renewed his request asking for a, "copy of the R02 report of the July 2015 results of the E21 bids concerning route 527." He also requested "proof of receipt to Ann Arbor management from Local Services via e-mail when Ann Arbor management received notification of the R02 report for July, if an e-mail exists." (GC Exh. 5.)

On about August 5, Odegard received a package consisting of email correspondences between several managers regarding his July 21 and 31, information requests. (GC Exh. 6.) In response to one of the emails from Vanburen, Porter asks Tonya Kennish (Kennish) to provide her a document or letter "to the Union stating that the [R02] report is provided to the Unions on a National Level who then submits the reports to the Union Presidents. The Union stewards are constantly requesting reports such as this one and eReassign." Id. VanBuren responds to everyone on the email chain that the RFI is a repeat of the union's earlier request; and notes that she cannot complete the RFI because she is missing the R02 report. The final response, within the same email chain, is from Curtis noting someone was providing the requested information to the National Union at that moment. Curtis also explained that the R02 report could change daily, and that the finalized report would be sent to the national union. (GC Exh. 6.) Although Curtis and Porter testified that they forwarded a blank R02 report for July 2015 to VanBuren to send to Odegard, he never received it. Respondent presented no objective evidence confirming that the R02 report at issue was sent to and received by the Charging Union.

E. Union's RFI: June 27, August 24 and September 25

On June 27, the Charging Union, through Odegard, requested in writing:

> Copy of proof of payment entered by Management for grievance settlement #SJNAA04262014A, SJN AA04333014C, SJNAA04152014A, SJNAA03312014C; SJNAA4112014A, SJNAA03312014A, SJNAA03192014C, SJNAA03142014C, SJNAA03142014B, SJNAA03082014C, SJNAA08012014F, SJNAAQ302014E, SJNAA03012014A, SJNAA01022014B, SJNAA03082014A, AA14C0501, and AA14C407."[11]

(GC Exh. 7.) Odegard submitted the RFI because a union steward at the Liberty Station told him that there appeared to be several grievances that had not been processed and paid. On or about July 2, Virgil Roddy reviewed information contained in the GATS to ascertain the status of the grievances that were the subject of the Charging Union's RFI. He determined that two of the seventeen grievance settlements had been processed.[12] However, there is no substantive or credible evidence that this information was forwarded to the Charging Union.

Consequently, after waiting more than a month for the requested information, on July 21, the Charging Union filed a grievance, AA15C0642, asserting that the grievance settlements had not been paid.[13] The grievance was settled on July 27, with Respondent agreeing that proof of payments on the grievance settlements would be provided within 14 days of the settlement and the payments would be entered into the GATS. After the deadline passed without the Charging Union receiving the payment information, on August 19, the Charging Union filed a second grievance (AA15C0811) for Respondent's failure to comply with the terms of the agreement that was settled on July 27.

On August 24, the Charging Union filed another information request asking for a "copy of the proof of payment in GATS and/or PS Form 224 (or Equivalent) for settlement for #AA15C0642" and a copy of "proof of mailing copy of proof of payment in GATS and/or PS Form 2240 (or equivalent) for settlement #AA15Co642 to NLAC Branch #434 by 8/10/15." (GC Exh. 11.)

On September 8, the DRT[14] upheld the Charging Union's August 19 grievance and ordered Respondent to "enter the payments for Grievance Settlement #AA06C0517 through GATS or on Form 2240 within 7 days of the receipt of this Step B Decision and give the Union a copy within 7 days after the payments are entered into GATS or on form 2240." (GC Exh. 10.)

In response to the Charging Union's August 24 RFI, on September 14, Respondent sent a package to Odegard containing a series of GATS printouts listing grievance settlements. The printouts, however, did not indicate whether the settlements had been paid by Respondent. Moreover, the packet of information did not include a cover letter or other documentation explaining its content. (GC Exh. 12.) Another bargaining unit employee had to explain the information to Odegard. Consequently, Odegard notified Bland and VanBuren that the information was not responsive to his RFI. Bland and VanBuren told him that they would speak with Roddy about providing him with the requested information.

On September 25, Odegard submitted another RFI through the dedicated fax line for, "a copy of the GATS 'Payout Request History' for Grievance #AA15C0813 (GATS #15303386), which indicates under the section titled 'Paid and Errors from Finance' whether or not the above referenced

[10] The email included handwritten notations by Porter in the upper right-hand corner of the email noting the year (2015), the initials of the office the RFI was directed to (Ann Arbor), and the number of RFI requests to date that office had received (134).

[11] In her posthearing brief, counsel for the General Counsel moved to amend par.8 of the complaint to remove four of the grievance numbers that were originally part of the pleading. The motion to amend is granted.

[12] Roddy testified that after retrieving the information from the GATS, which appears at R. Exh. 7, he forwarded it to Zandra Bland (Bland) for her to provide to the Charging Union. I, however, do not credit Roddy's testimony on this point because Respondent failed to call Bland to testify to corroborate Roddy's testimony. Board law allows me to draw an adverse inference that Bland would have testified contrary to Respondent's interest on this point. *Spurlino Materials, LLC*, 357 NLRB 1510, 1521–1522 (2011); *Martin Luther King, Sr. Nursing Center*, 231 NLRB 15, 15 fn. 1 (1977). Even assuming I credited Roddy's testimony, there is absolutely no evidence that Bland forwarded the information to the Charging Union.

[13] The grievance document was not entered into the record because the parties could not locate it. However, there is no dispute that the Charging Union filed grievance #AA15C0642 on or about July 21.

[14] The DRT is also referred to as the "Step B Team" because it works to resolve grievance disputes at step B of the grievance process.

grievance has been paid and what date it was requested." (GC Exh. 15.) As a result of the RFI, on October 14 or 15, Roddy and Odegard met to discuss the Charging Union's information request and review the status of the grievances that were the subject of the RFI. Odegard identified for Roddy the grievance settlements that had not been paid or entered into GATS. Roddy "fixed them all" and provided Odegard with the final printout showing that the grievances had been paid. On October 15, Odegard acknowledged in writing that the Charging Union's RFI had been satisfied. (R. 8.)

III. DISCUSSION AND ANALYSIS

A. Legal Standards

Section 8(a) (5) of the Act mandates that an employer must provide a union with relevant information that is necessary for the proper performance of its duties as the exclusive bargaining representative. *NLRB v. Truitt Mfg. Co*. 351 U.S. 149, 153 (1956); *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979). ". . . [T]he duty to bargain unquestionably extends beyond the period of contract negotiations and applies to labor-management relations during the term of an agreement." *NLRB v. Acme Industrial Co*., 385 U.S. 432, 436 (1967). Information requests regarding bargaining unit employees' terms and conditions of employment are "presumptively relevant" and must be provided. *Whitesell Corp.,* 352 NLRB 1196, 1197 (2008), adopted by a three-member Board, 355 NLRB 649 (2010), enfd. 638 F.3d 883 (8th Cir. 2011); *Southern California Gas Co*., 344 NLRB 231, 235 (2005). If the requested information is not directly related to the bargaining unit, the information is not presumptively relevant, and the requesting party has the burden of establishing the relevance of the requested material. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); Earthgrains Co., 349 NLRB 389 (2007).

The standard for establishing relevancy is the liberal, "discovery-type standard." *Alcan Rolled Products*, 358 NLRB 37, 40 (2012), citing and quoting applicable authorities. In *Leland Stanford Junior University*, 307 NLRB 75, 80 (1992), the Board summarized its application of the principles as follows:

> [T]he Board has long held that Section 8(a)(5) of the Act obligates an employer to furnish requested information which is potentially relevant to the processing of grievances. An actual grievance need not be pending nor must the requested information clearly dispose of the grievance. It is sufficient if the requested information is potentially relevant to a determination as to the merits of a grievance or an evaluation as to whether a grievance should be pursued. *United Technologies Corp*., 274 NLRB 504 (1985); *TRW, Inc*., 202 NLRB 729, 731.

The requested information does not have to be dispositive of the issue for which it is sought, but only has to have some relation to it. *Pennsylvania Power & Light Co*., 301 NLRB 1104, 1104–1105 (1991). The Board has also held that a union may make a request for information in writing or orally. Further, the Board has found that a delay is unreasonable when the information requested is easily and readily accessible from an employer's files. *Bundy Corp*., 292 NLRB 671, 672 (1989).

B. Respondent's unreasonable delay in providing the requests for information

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) of the Act because the Charging Union's requests for information were relevant and necessary to the performance of its duties as the designated servicing representative of the exclusive collective-bargaining representative of the unit; and Respondent's delay in providing the information was unreasonable. Respondent counters that it responded to the Charging Union's RFIs within a reasonable amount of time. Further, Respondent contends that Charging Union actual complaint is not that it failed to respond to the RFI within a reasonable timeframe, but rather that Respondent failed to timely pay the specified grievances. Respondent argues that a failure "to timely process the grievance settlements, however, does not equate to a failure or to furnish the union with requested information." (R. Br. 7.)

1. Information is presumptively relevant

Respondent admits that the requested information is necessary for, and relevant to, the Charging Union's performance of its duties as the designated servicing representative of the exclusive collective-bargaining representative of the unit. (GC Exh. 1(f).)

Based on my independent assessment of the facts, I also find that the requested information is relevant and necessary for the Charging Union to effectively perform its duties as the exclusive representative of the bargaining unit. See *United Graphics, Inc.*, 281 NLRB 463, 465 (1986) (the Board held that information presumptively relevant to the union's role as bargaining agent must be provided to the union as it "relates directly to the policing of contract terms.").

2. Respondent unreasonably delayed in responding to Charging Union's RFIs

Respondent contends that it made a diligent effort to provide the information "reasonably promptly" explaining that within a few days of receiving the Charging Union's June 27, RFI Roddy "produced documentation showing that two of the grievance settlements had been processed, but that others had not." (R. Br. 6.) Moreover, Respondent argues that it responded to the Charging Union's August 24, RFI about three weeks later when the Charging Union was informed that none of the remaining grievances had been processed. On October 14 or 15, in response to the third identical RFI submitted on September 25 by the Charging Union, Respondent, through its manager, provided the Charging Union with proof that the grievance settlements had been processed and paid. Respondent insists the charge should be dismissed because that "management failed to timely process those grievance settlements may well have constituted a violation of the parties' applicable collective bargaining agreement, or even a violation of the Act, but that was not alleged in the instant Complaint." (R. Br. 7.) Based on the factors that are considered in evaluating whether Respondent exhibited a reasonable good-faith effort to respond to the RFIs, Respondent argues that its efforts were reasonably prompt. See *Allegheny Power*, 339 NLRB 585 (2003) (factors to consider in assessing the promptness of the response are complexity and

extent of the requested information, its availability, and difficulty in accessing the information.)

I find that Respondent's arguments fail. It is clear that Respondent's actions, given the totality of the circumstances, do not meet the definition of reasonable promptness as set forth in West Penn Power Co. None of Respondent's witnesses testified that the RFIs were complex or voluminous. The evidence established that it took a minimal amount of time to access the information in GATS; and the Charging Union submitted its RFIs to management officials who all acknowledged that they were authorized to access and print the information.

Moreover, Respondent's contention that it responded to the Charging Union within days of receiving the RFI is not persuasive. On June 27, the Charging Union initially requested copy of proof of payment for seventeen grievance settlements. A few days later, Roddy researched the issue via the GATS and determined that only two of the seventeen settlements had been paid. I previously found, however, that there is no credible evidence that this information was relayed to the Charging Union. Consequently, on August 24, the Charging Union renewed its request for the information and also demanded proof that the information was mailed. It was not until September 14, that Respondent, through Roddy, sent the Charging Union a packet of information containing documents retrieved from the GATS. According to Respondent, the documents showed a list and related documents of all the grievances Roddy had settled. I find that this was not responsive because the package did not include an explanation of its contents nor an indication of which, if any, grievance settlements had been paid. Even assuming the information was sufficient, the response was made 2 ½ months after the initial request. I find that this constitutes an unreasonable delay. *Regency Service Carts, Inc*., 345 NLRB 671, 674 (2005) (the Board found a 16-weeks delay in providing information unreasonable); *Bundy Corp*., 292 NLRB 671 (1989) (the Board found a 6-weeks delay in providing information unreasonable); *Woodland Clinic*, 331 NLRB 735, 737 (2000) (the Board found a 7-weeks delay in furnishing information unreasonable); *Postal Service*, 332 NLRB 635 (2000) (the Board found that a 5-weeks delay in furnishing information unreasonable); *Postal Service*, 354 NLRB 412 (2009) (the Board found that a 28-day delay in providing information unreasonable).

Accordingly, I find the Respondent's delay in responding to the Charging Union's request for information was unreasonable and thus violates Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

C. Respondent failed to respond to Charging Union's request for R02 Report

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) of the Act when, since about July 21, Respondent failed or refused to provide the Charging Union with relevant and necessary information on a R02 report revealing the names of employees who had bid on transfers and the status of those bids. The Respondent, however, counters that it timely provided the Charging Union with the R02 report which showed "no employees had applied to transfer to an Ann Arbor vacancy during the relevant time period." (R. Br. 7.)

Once again the relevancy of the RFI is undisputed. Therefore, the remaining question is whether Respondent complied with the lawful request. I find that Respondent failed to fulfill its legal obligation to provide the Charging Union with the necessary and relevant requested information.

Odegard specifically requested the R02 report for the July 2015 results of the E21 bids concerning route 527. He made this request through the proper channels. Despite acknowledging the request and its relevancy, the only information Respondent provided him was an email stating no information was available at that time. Respondent also instructed him that once the report was finalized it would be sent to the Charging Union's national branch which would in turn forward it to NALC's business agent. More clearly stated, Respondent did not provided Odegard with the information. Instead, the Respondent ignored him by allegedly sending the finalized R02 report to the National Union; therefore, requiring Odegard to face an additional unnecessary hurdle to procure the information. Respondent's action is inconsistent with its obligation under the Act. See *Holyoke Water Power Co*., 273 NLRB 1369 (1985) (the Board held, ". . . the availability of information from another source does not alter a party's duty to provide relevant and necessary information that is readily available."); *NACCO Material Handling Group*, 359 NLRB No. 139 (2013) (the Board upheld the administrative law judge's finding that requiring the Union to obtain information from another party does not relieve the employer from its obligation to provide to the Union the relevant and necessary information.)

Accordingly, I find the Respondent failed and refused to provide the Union with relevant and necessary information that it requested since on or about July 21, in violation of Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. Respondent, United States Postal Service, provides postal service for the United States and operates various facilities throughout the United States. The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.

2. The National Association of Letter Carriers, AFL–CIO and the Charging Union are labor organizations within the meaning of Section 2(5) of the Act.

3. By its unreasonable delay in providing the necessary and relevant information requested by the Charging Union since on or about June 27, 2015, Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

4. By failing and refusing to furnish the necessary and relevant information requested by the Charging Union since about July 21, 2015, Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act and within the meaning of the PRA.

5. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

6. The Respondent has not violated the Act except as set forth above.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices by its delay in providing the Charging Union with the necessary and relevant information it requested, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The General Counsel requests that I order as appropriate remedies an affirmative bargaining order, a broad cease-and-desist order, and "any other labor organization" language for the Respondent's unreasonable delay in providing the Charging Union with the requested information in violation of Section 8(a)(5) and (1) of the Act. While I find that traditional remedies are inappropriate in this matter, I reject the General Counsel's argument that notices should be posted at all Respondent's facilities within the state of Michigan.

In *Hickmott Foods*, 242 NLRB 1357 (1987), the Board held that a broad cease-and-desist order is warranted only when it has been established that an employer has a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate its general disregard for the employees' statutory rights. The Board has also found that a broad posting requirement was appropriate when the respondent displayed "a clear pattern or practice of unlawful conduct." *Postal Service*, 339 NLRB 1162, 1162 (2003). I find that the evidence in this case is sufficient to show that in the Detroit District and the Ann Arbor, Michigan facilities, Respondent has shown a proclivity to violate the Act or engaged in such egregious misconduct as to demonstrate a disregard for employees' fundamental statutory rights. The settlements, judgments, and orders cited by the General Counsel to support issuance of the requested remedies involve both the Detroit District and in the case of the Consent Order at General Counsel Exhibit 2 the Ann Arbor, Michigan facilities. A notice posting throughout the state of Michigan is not warranted because there was undisputed credible testimony that management in the Detroit District does not have control over any area besides the Detroit District. (Tr. 104–105) There was no evidence that the Detroit District was or has been involved in a coordinated state-wide effort with the other areas in Michigan to circumvent the process for responding to RFIs.

Therefore, Respondent will be ordered to post and communicate by electronic post to employees the attached Appendix and notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[15]

ORDER

Respondent, United States Postal Service, in Ann Arbor, Michigan, and the Detroit district its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Branch 434, National Association of Letter Carriers (NALC), AFL–CIO (Charging Union) by failing and refusing to and, or unreasonably delaying in providing the Charging Union, information requested that is necessary and relevant to its role as the exclusive representative of the employees in following unit:

> All full-time and regular part-time city letter carriers employed by Respondent at various facilities throughout the United States, but excluding professional employees, employees engaged in personnel work in other than a purely nonconfidential clerical capacity, postal inspection service employees, employees in the supplemental work force, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, postal clerks, managerial employees, supervisory personnel, and security guards as defined in Public Law 9-375, 1201(2).

(b) In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

(a) Within 14 days from the date of the Board's Order, furnish the Union with all information it has requested since on or about July 21, 2015.

(b) Within 14 days after service by the Region, post at its facilities within the Detroit District, including Ann Arbor, Michigan, copies of the attached notice marked "Appendix."[16] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 27, 2015.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. September 2, 2016

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[15] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[16] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively and in good faith with Branch 434, National Association of Letter Carriers (NALC), AFL–CIO (Union) by failing and refusing to furnish it with requested information in a timely manner that is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our unit employees at our Detroit District facilities, including the Ann Arbor, Michigan installation.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the servicing representative of the exclusive collective-bargaining representative of our employees in the Unit at our Detroit District facilities, including Ann Arbor, Michigan.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by Section 7 of the Act.

WE WILL provide the Union with a copy of the R02 report for the July 2015 results of the E-21 bids concerning route 527.

UNITED STATES POSTAL SERVICE

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-160663 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.